

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

NAVIGATOR WIRELINES SERVICE, INC.,

Plaintiff,

v.

ACE AMERICAN INSURANCE COMPANY,

Defendant.

Case No:

Hon:

Magistrate:

Gary D. Popovitis (P63861) Brant, Fisher, Alward & Pezzetti, P.C. Attorney for Plaintiff 1241 E. Eighth Street P.O. Box 5817 Traverse City, MI 49696-5817 Telephone: (231) 941-9660 Fax: (231) 941-9568	Thomas F. Myers (P18146) GARAN LUCOW MILLER, P.C. Attorney for Defendant 1000 Woodbridge Street Detroit, MI 48207-3108 Telephone: (313) 446-5509 Fax: (313) 259-0450
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**NOTICE OF REMOVAL OF CAUSE TO  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

TO: GARY D. POPOVITIS, ESQ.

Defendant ACE American Insurance Company ("ACE"), through its attorneys, GARAN LUCOW MILLER, P.C., hereby removes this action from the 34<sup>th</sup> Circuit Court for the County of Roscommon, State of Michigan, to the United States District Court for the Eastern District of Michigan, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. In support, ACE states as follows:

**BACKGROUND**

1. Plaintiff, Navigator Wireline Service, Inc. ("Navigator") initiated this action on July 26, 2012, by filing a Complaint against ACE in the 34<sup>th</sup> Circuit Court for the County of Roscommon, State of Michigan, Case No. 12729913.

2. In its Complaint, Navigator seeks a judicial declaration that a commercial general liability policy it purchased from ACE covers an underlying action filed against it in Michigan.

3. Navigators served ACE with a Summons and Complaint on August 3, 2012. Copies of all process, pleadings, and orders served on ACE are attached hereto.

4. ACE now removes this action from the 34<sup>th</sup> Circuit Court for the County of Roscommon, State of Michigan to this Court, based on diversity jurisdiction, 28 U.S.C. § 1332(a), because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different states.

5. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being filed with the Clerk of Court for the 34<sup>th</sup> Circuit Court for the County of Roscommon, State of Michigan, and is being served on Plaintiff.

#### **AMOUNT IN CONTROVERSY**

6. The underlying action involves a claim for negligent drilling on a parcel of property located in Michigan. Multiple failed attempts were made to drill a horizontal well that allegedly resulted in damages for excessive and unnecessary drilling and operation costs, as well as costs to abandon the drilling attempts.

7. In this action, Navigator seeks a judicial declaration that the insurance policy it purchased from ACE covers the underlying plaintiff's claims, including any liability that it may incur as a result of the underlying plaintiff's claims and expenses incurred defending against the underlying action.

8. The amount in controversy, therefore, exceeds \$75,000, exclusive of interest and costs.

**DIVERSITY OF CITIZENSHIP**

9. Navigator is a Michigan corporation authorized with its principal place of business in Roscommon, Michigan.

10. ACE is incorporated and has its principal place of business in Pennsylvania.

11. This action is, therefore, between citizens of different states.

WHEREFORE, ACE American Insurance Company removes this action from the 34<sup>th</sup> Circuit Court for County of Roscommon, State of Michigan, to the United States District Court for the Eastern District of Michigan, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446.

Respectfully submitted,

GARAN LUCOW MILLER, P.C.

s/Thomas F. Myers

THOMAS F. MYERS

1000 Woodbridge Street

Detroit, Michigan 48207-3108

313.446.5509

Tmyers@garanlucow.com

P18146

Dated: September 4, 2012

1045439.1

Approved, SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO.  12729913 - CK
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Court address  
500 Lake Street, Roscommon County Bldg., Roscommon, MI 48653

Court telephone no.  
(989) 345-0215

Plaintiff's name(s), address(es) and telephone no(s).

Navigators Wireline Service, Inc.  
P.O. Box 950  
Roscommon, MI 48653-2504

v

Defendant's name(s), address(es), and telephone no(s).

Ace American Insurance Company  
c/o The Corporation Company  
30600 Telegraph Road  
Bingham Farms, MI 48025

Plaintiff's attorney, bar no., address, and telephone no.

Gary D. Popovits (P63861)  
Brandt, Fisher, Alward & Pezzetti, PC  
1241 E. Eighth Street, PO Box 5817  
Traverse City, MI 49696-5817 (231)941-9660

MICHAEL J. BAUMGARTNER  
CIRCUIT JUDGE  
P23604

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file an answer with the court** and serve a copy on the other party or to take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 7-26-12	This summons expires 10-25-12	Court clerk Lynn M. Williams
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\*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

**Family Division Cases**

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**General Civil Cases**

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
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The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**VENUE**

Plaintiff(s) residence (include city, township, or village) Roscommon County, Michigan	Defendant(s) residence (include city, township, or village) Philadelphia, Pennsylvania
Place where action arose or business conducted Roscommon County, Michigan	

July 23, 2012  
Date

Signature of attorney/plaintiff: GARY D. POPOVITS (P63861)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01 (3/08) SUMMONS AND COMPLAINT

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.208(A)

STATE OF MICHIGAN

IN THE 34<sup>th</sup> CIRCUIT COURT FOR THE COUNTY OF ROSCOMMON

NAVIGATOR WIRELINE SERVICE, INC.,  
a Michigan corporation,

Plaintiff,

v

ACE AMERICAN INSURANCE COMPANY,  
a Michigan corporation,

Defendant.

Gary D. Popovits (P63861)  
Brandt, Fisher, Alward & Pezzetti, P.C.  
Attorneys for Plaintiff  
1241 E. Eighth Street  
P.O. Box 5817  
(231) 941-9660

Case No.

-CK

Honorable \_\_\_\_\_

12729913

MICHAEL J. BAUMGARTNER  
CIRCUIT JUDGE  
P23694

STATE OF MICHIGAN  
COUNTY OF ROSCOMMON  
34TH CIRCUIT COURT  
2012 JUL 26 PM 2:59  
LYNN M WILLIAMS  
COUNTY CLERK

THERE IS NO OTHER CIVIL ACTION BETWEEN THESE PARTIES ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT PENDING IN THIS COURT.

COMPLAINT

NOW COMES Navigator Wireline Service, Inc., a Michigan corporation ("Navigator"), by and through counsel, Brandt, Fisher, Alward & Pezzetti, P.C., and for its Complaint against the Defendant ACE American Insurance Company, a Michigan corporation (hereinafter referred to as "ACE"), states as follows:

PARTIES, VENUE AND JURISDICTION

1. Navigator is a Michigan corporation authorized to do business in the State of Michigan, County of Roscommon.
2. Upon information and belief, ACE is a Michigan corporation with its principal place of business located at 436 Walnut Street, Philadelphia, Pennsylvania 19106.
3. The amount in controversy in this action exceeds \$25,000.
4. This Court has jurisdiction over this matter.

TRUE COPY

**COUNT I - BREACH OF CONTRACT - ACE**

5. Navigator incorporates by reference the allegations contained in Paragraphs 1 through 4 as if fully set forth herein.

6. Navigator purchased a commercial general liability insurance policy from ACE through General Agency Services, Inc., with a policy period commencing January 1, 2001, to January 1, 2012. A copy of the Commercial General Liability Declarations and Schedule of Endorsements for Policy, No. CG DS 01 10 01, is attached hereto as **Exhibit A** (hereafter the "Policy").

7. Navigator paid all premiums due under the policy and otherwise complied with the terms and conditions of the Policy.

8. On or around February 1, 2012, Navigator was served with a Summons and Complaint filed by Savoy Energy, LLC, for negligence related to services provided in and around September 11, 2011. A copy of the Complaint is attached hereto and marked **Exhibit B** (hereafter the "Savoy Complaint").

9. Navigator timely notified ACE through its insurance agent, Petersen McGreggor, Inc., of the Savoy Complaint and made a request for coverage under the policy.

10. ACE has failed and refused to cover Navigator by either defending it in the lawsuit or offering to compensate Savoy for alleged loss, both of which are required under the Policy.

**WHEREFORE**, Navigator prays that Judgment be entered against ACE in the amount of damages it has and will continue to incur as a result of ACE's failure to cover it under the terms of the Policy, including but not limited to its attorney fees incurred in defending the action brought by Savoy Energy, LLC, and for such other relief this Court deems just and appropriate under the circumstances.

BRANDT, FISHER, ALWARD & ROY, P.C.

Dated: July 23, 2012

By: 

Gary D. Popovits (P63861)  
Attorneys for Plaintiff

W:\Gary\Navigator Wireline Service\ACE\Complaint.wpd

POLICY NUMBER: G2463565A 004

COMMERCIAL GENERAL LIABILITY  
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

ACE American Insurance Company P.O. Box 1000 436 Walnut Street Philadelphia, PA 19106	GENERAL AGENCY SERVICES INC 3700 E RIVER ROAD MT PLEASANT MI 48858
NAMED INSURED: <u>Navigator Wireline Service, Inc.</u>	
MAILING ADDRESS: <u>P.O. Box 950</u> <u>Roscommon, MI 48653</u>	
POLICY PERIOD: FROM <u>01/01/2011</u> TO <u>01/01/2012</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>10,000</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>2,000,000</u>	

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: <u>NONE</u>
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>Oil and Gas Operations</u>	



ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
	See Composite Rate Endorsement		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
STATE TAX OR OTHER (if applicable)				\$ _____			
TOTAL PREMIUM (SUBJECT TO AUDIT)				\$ 29,731			
PREMIUM SHOWN IS PAYABLE:				AT INCEPTION		\$ 29,731	
				AT EACH ANNIVERSARY		\$ _____	
				(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)			
AUDIT PERIOD (IF APPLICABLE)			<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY	

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See Schedule of Endorsements attached

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.



**OIL AND GAS INDUSTRY ENDORSEMENT**

Named Insured <b>Navigator Wireline Service, Inc.</b>			Endorsement Number
Policy Symbol <b>PMG</b>	Policy Number <b>G2463565A 004</b>	Policy Period <b>01/01/2011 - 01/01/2012</b>	Effective Date of Endorsement <b>01/01/2011</b>
Issued By (Name of Insurance Company) <b>ACE American Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****This Endorsement modifies insurance provided under the following:****Commercial General Liability Coverage Form****Section I - COVERAGES 2. (Exclusions), is amended to add the following additional exclusions:**

This insurance does not apply to:

- q. Damages claimed by any co-owner of the working interest.
- r. "Bodily injury" or "property damage" arising out of Control Of Well Activities, including:
  - (1) controlling or bringing a well under control;
  - (2) drilling of any relief, replacement or substitute well or hole; or
  - (3) extinguishing of any fire in, at or from any well where a blow-out has occurred

**Section II. 2 of WHO IS AN INSURED is amended to add the following:**

Each of the following is also an insured:

- e. You with respect to any non-operating working interests in any oil or gas lease with any co-owners, joint venture, but only with respect to liability arising out of such interest;
- f. Any of your co-owners or joint venturers having a non-operating working interest which is managed and controlled by you in any oil or gas lease, but only with respect to their liability arising out of such interest;
- g. You and any owners or co-owners of oil and gas leases, but only with respect to your or their liability for operations you conduct as operating agent under written contract with the owners or co-owners.

**Section III- LIMITS OF INSURANCE is amended to include the following:**

- 8. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit we shall pay for damage with respect to your non-operating working interest in any oil or gas lease will not be greater than the ratio of your proportion of ownership interests in the property to the total damage.

**Section IV Commercial General Liability Conditions is amended as follows:****Condition 2. Duties in the event of Occurrence, Offense, Claim or suit is amended to add the following:**

- e. If a blow-out occurs, you agree, at your own cost or expense, to promptly and diligently take any steps legally required or necessary to bring such well under control.

**Condition 4. Other Insurance, b. Excess Insurance** is amended to add the following:

This insurance is also excess over:

- (1) any other insurance, whether primary, excess, contingent or on any other basis if the loss or damage arises out of your non-operating interest in any oil or gas lease.
- (2) any Control of Well bodily injury or property damage coverage.

**Definition 9 of Section V –Definitions** ("Insured contract") is amended to add the following:

An insured contract does not include that part of any contract or agreement that that indemnifies any person or organization for injury or damage;

- a. Arising out of transportation of your employees by aircraft or watercraft which you have leased or chartered; or
- b. To tools, equipment or materials while performing operations for you.

All other terms and conditions of the policy remain in effect.

---

Authorized Agent



ace group

**Declarations**  
**ACE Umbrella Plus<sup>sm</sup>**  
**Commercial Umbrella Liability Policy**

Policy Symbol: X00		Previous Policy Symbol: X00	
Policy Number: X00 G24924014		Previous Policy Number: G23863704 003	
COVERAGE IS PROVIDED IN THE COMPANY SHOWN BELOW ACE Property And Casualty Insurance Company			
<b>Named Insured and Address</b> Navigator Wireline Service, Inc. P.O. Box 950 Roscommon, MI 48653		<b>Producer Name and Address</b> GENERAL AGENCY SERVICES INC 3700 E RIVER ROAD MT PLEASANT MI 48858  PRODUCER CODE 279278	
Policy Period: From 01/01/2011		to 01/01/2012 12:01 A.M Standard Time at the Address of the Named Insured as stated herein	
<b>Limits of Insurance</b>			
\$ 5,000,000	Each Occurrence		
\$ 5,000,000	General Aggregate		
\$ 5,000,000	Products Completed-Operations Aggregate \$ 10,000 Self-Insured Retention		
<b>Annual Premium</b>			
\$ 26,307	Premium	\$ N/A	Terrorism Premium included in Annual Premium
\$ N/A	[State Surcharge]		
\$ 26,307	Premium, including all Surcharges and Assessments		
<b>Policy Period Premium</b>			
\$ N/A	Premium	\$ N/A	Terrorism Premium included in Annual Premium
\$ N/A	Premium, including all Surcharges and Assessments		
<b>Schedule of Underlying Insurance</b>			
Refer to the attached Schedule of Underlying Insurance, which forms a part of this Policy's Declarations.			
<b>Endorsements and Forms</b>			
Refer to the attached Schedule of Endorsements for the forms and endorsements forming this policy at inception.			

*John K. Swearingin*



ace group

## Schedule of Underlying Insurance

NAMED INSURED Navigator Wireline Service, Inc.	POLICY NUMBER XOO G24924014	POLICY PERIOD 01/01/2011 to 01/01/2012
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<b>Commercial General Liability</b>		Limits of Insurance
Company	General Aggregate	\$ <u>2,000,000</u>
ACE American Insurance Company	Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Policy Number PMG G2463565A 004	Personal and Advertising Injury	\$ <u>1,000,000</u>
Policy Period 01/01/11-01/01/12	Each Occurrence	\$ <u>1,000,000</u>
<b>Automobile Liability</b>		Limits of Insurance
Company	Bodily Injury and Property Damage	
Citizens Insurance Company of America	Combined Single Limit	
Policy Number A7W-6800618-01	\$ <u>1,000,000</u> Each Accident	
Policy Period 01/01/11-01/01/12		
<b>Employers Liability</b>		Limits of Insurance
Company	Bodily Injury by Accident	
New Hampshire Insurance Company	\$ <u>1,000,000</u> Each Accident	
Policy Number WC 17089552	Bodily Injury By Disease	
	\$ <u>1,000,000</u> Each Policy	
	\$ <u>1,000,000</u> Each Employee	
Policy Period 01/01/11-01/01/12		
In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.		

**OIL AND GAS INDUSTRIES LIMITATION ENDORSEMENT - CUSTOM CASUALTY  
(WITH FOLLOW FORM UNDERGROUND RESOURCES COVERAGE)**

Named Insured <b>Navigator Wireline Service, Inc.</b>			Endorsement Number
Policy Symbol <b>XOO</b>	Policy Number <b>G24924014</b>	Policy Period <b>01/01/2011 - 01/01/2012</b>	Effective Date of Endorsement <b>01/01/2011</b>
Issued By (Name of Insurance Company) <b>ACE Property And Casualty Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL UMBRELLA LIABILITY POLICY**

The following coverage limitation is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, "loss", liability or legal obligation for any:

1. Loss of hole or in-hole equipment (including retrieval expenses);
2. Cost or expense incurred in controlling or bringing under control, extinguishing or regaining control of any oil or gas well, hole or bore hole, including the cost of removal of debris attributable thereto, the cleanup of the on site oil or drilling fluids or muds, or site remediation;
3. Damages claimed by any co-owner of the working interest arising from oil or gas operations in which the "insured" is a co-owner of the same working interest;
4. Loss of, damage to or loss of use of any drilling tool, casing, bit, pump, pipe, supplies, collar, or machinery and equipment owned, leased by or rented to, or in the care, custody or control of the "insured";
5. Loss of or damage to any of the following:
  - a. Oil, gas, water or other mineral substance which has not been reduced to physical possession above the surface of the earth, or above the surface of any body of water; or
  - b. Any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;
6. Damage to property on or above the surface of the earth and with in the confines of the well site or within 100 feet of the well, whichever is less, arising out of the blowout or cratering of any oil or gas well;
7. Loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the "insured".

The exclusion in Paragraph 5.a. of this endorsement does not apply to the extent that coverage is provided by "underlying insurance" for the full policy limits of insurance scheduled herein. The insurance provided by this exception to this exclusion shall not be broader than coverage provided by the "underlying insurance".

All other terms and conditions of the policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

Approved, SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - Return

STATE OF MICHIGAN

## SUMMONS AND COMPLAINT

CASE NO.

Lenawee County Circuit Court

12-4319-NZ

Court address

425 N. Main Street, Adrian, MI 49221

Court telephone no.

(517) 264-4597

Plaintiff's name(s), address(es) and telephone no(s).

SAVOY ENERGY, L.P.

620 Hastings Street

Traverse City, MI 49686-3443

(231) 941-9552

Plaintiff's attorney, bar no., address, and telephone no.

James R. Peterson (P43102)

Miller Johnson

250 Monroe Ave. NW, Ste. 800

Grand Rapids, MI 49503 616-831-1700

v

Defendant's name(s), address(es), and telephone no(s).

NAVIGATOR WIRELINE SERVICE, INC.

c/o Susan E. Jock, Resident Agent

609 South Fifth Street

Roscommon, MI 48653-2504

HONORABLE  
TIMOTHY P. PICKARD

## SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued

JAN 12 2012

This summons expires

APR 12 2012

Court clerk

Roxanne Holloway

\*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

## COMPLAINT

Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

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Docket no.

Judge

Bar no.

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The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.

Judge

Bar no.

## VENUE

Plaintiff(s) residence (include city, township, or village)

Traverse City, Michigan

Defendant(s) residence (include city, township, or village)

Roscommon, MI

Place where action arose or business conducted

Lenawee County, Michigan

January 11, 2012

Date

Signature of plaintiff's attorney: James R. Peterson (P43102)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC-01 (3/08) SUMMONS AND COMPLAINT

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)

#1768660 v1

11/31 - Received



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF LENAWE

SAVOY ENERGY LP,

FILED  
39TH CIRCUIT COURT

Plaintiff(s), JAN 12 2012

Lenawee County Clerk  
Adrian, Michigan

PRE-TRIAL NOTICE  
(First Pre-Trial)

vs.

Case No. 12-4319 NZ

PHOENIX TECHNOLOGY SERVICES USA INC,  
MEEKS DIRECTIONAL SERVICES, AND NAVIGATOR  
WIRELINE SERVICE INC,

Defendant(s),

This case is hereby set for a pre-trial conference before

X THE HONORABLE MARGARET M.S. NOE, in Courtroom I  
THE HONORABLE TIMOTHY P. PICKARD, in Courtroom II  
THE HONORABLE GREGG P. IDDINGS, in Probate court

✓ On Mon., May 21, 2012 at 1:30 A.M./P.M.

All attorneys in charge of the case are to be present in person.

All parties must be present in person or represented by counsel.

A pre-trial statement on the attached form must be filed with the Clerk at least 7 days prior to the pre-trial.

The purposes of the pre-trial include presentation of proofs, entry of judgment, and/or:

Setting calendar for future action in this case through trial, including:

Discovery cut-off

Date of exchange of witnesses and exhibits (witnesses and exhibits not disclosed

Case Evaluation date, if to be case evaluated

Next pre-trial date

Date for filing and hearing motions.

Setting trial date

Making any stipulations that may assist in preparation of case.

Other matters may be raised during the conference.

TIMOTHY P. PICKARD  
MARGARET M.S. NOE  
GREGG P. IDDINGS  
Circuit Judges

cc: Attorney PETERSON for service on all parties.

STATE OF MICHIGAN

CIRCUIT COURT FOR THE COUNTY OF LENAWEЕ

SAVOY ENERGY, L.P., a Michigan limited  
partnership,

Plaintiff,

Case No. 11-12-4319-NZ

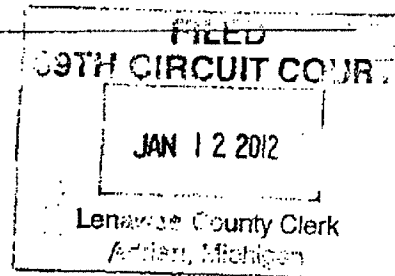
vs.

HONORABLE  
HON. TIMOTHY P. PICKARD

PHOENIX TECHNOLOGY SERVICES USA,  
INC.; MEEKS DIRECTIONAL SERVICES;  
and NAVIGATOR WIRELINE SERVICE,  
INC.,

Defendants.

James R. Peterson (P43102)  
Christopher J. Schneider (P74457)  
MILLER JOHNSON  
Attorneys for Plaintiff  
250 Monroe Avenue, N.W., Suite 800  
P.O. Box 306  
Grand Rapids, MI 49501-0306  
(616) 831-1700



COMPLAINT

THERE IS NO OTHER PENDING OR RESOLVED CIVIL ACTION ARISING  
OUT OF THE TRANSACTION OR OCCURRENCE ALLEGED IN THE  
COMPLAINT.

Plaintiff states its complaint as follows:

INTRODUCTION

1. This case arises out of directional drilling services that Defendants, Phoenix Technology Services USA, Inc., Meeks Directional Services, and Navigator Wireline Service, Inc., negligently performed in connection with Plaintiff Savoy Energy's proposed well located in Lenawee County, Michigan. The well at issue is known as the Ruessink 7-8HD-1.



2. As explained below, Defendants negligently performed, or assisted in performing, directional drilling services, causing extensive harm to Savoy.

3. As a result of Defendants' negligence, they twice drilled the Ruesink 7-8HD-1 in precisely the opposite direction to that directed by Savoy. This caused Savoy to incur hundreds of thousands of dollars in unnecessary operating expenses and other damages.

#### **PARTIES, JURISDICTION AND VENUE**

4. Plaintiff, Savoy Energy, L.P., ("Savoy") is a Michigan limited partnership with its principal place of business in Traverse City, Michigan.

5. Defendant, Phoenix Technology Services USA, Inc. ("Phoenix"), is a foreign corporation with an office in Traverse City, Michigan.

6. Defendant, Meeks Directional Services ("Meeks"), is a foreign corporation that conducts business in Michigan, including in Lenawee County.

7. Defendant, Navigator Wireline Service, Inc. ("Navigator"), is a Michigan corporation with its principal place of business in Roscommon, Michigan.

8. Jurisdiction is proper because the amount in controversy exceeds \$25,000, exclusive of costs and interest.

9. Venue is proper because Defendants conduct business in this county and the actions out of which this claim arose occurred here.

#### **GENERAL ALLEGATIONS**

10. Plaintiff incorporates by reference the preceding paragraphs.

11. On June 28, 2011, Savoy applied to the Michigan Department of Environmental Quality ("MDEQ") for a permit to drill and operate the Ruesink 7-8 well on property in Lenawee County, Michigan.

12. On August 18, 2011 the MDEQ issued a permit to drill and operate the Ruesink 7-8 well.

13. The Ruesink 7-8 well was drilled vertically.

14. Savoy wanted to use this existing vertical well bore to drill a horizontal well called the Ruesink 7-8HD-1.

15. Accordingly, on September 19, 2011, Savoy applied to the MDEQ for a change in well status, which would allow Savoy to drill the Ruesink 7-8HD-1.

16. The MDEQ granted this application on September 21, 2011.

17. To drill the Ruesink 7-8HD-1, Savoy contracted with Phoenix and Navigator for directional drilling services.

18. As part of this agreement, Savoy expressly directed Phoenix and Navigator to drill approximately 90° due east from the existing vertical well.

19. Indeed, Phoenix's September 16, 2011 Planning Report shows that the horizontal well should be drilled east. (**Exhibit 1.**)

20. To accomplish this task, Phoenix and Navigator set a whipstock (a tool used to drill horizontally) to cut a window in the casing of the existing vertical well bore. To orient the whipstock so that it would cut the window in the proper place, Phoenix and Navigator used a gyroscope, which showed that the whipstock was properly oriented.

21. In fact, however, Phoenix and Navigator improperly oriented the whipstock. This caused the horizontal well to be bored in exactly the opposite direction of that directed by Savoy. That is, Phoenix and Navigator's negligent orientation of the whipstock cause the well to be bored *west*, instead of *east*.

22. As a result, Savoy had to remove the whipstock and plug the improperly drilled bore back to the original vertical well.

23. After completing these and other remedial measures, Savoy decided to attempt to drill the horizontal well again.

24. Because of the negligent services provided by Navigator, Savoy told Phoenix to use a different company to orient the gyroscope for this second attempt.

25. Phoenix chose Meeks for this task.

26. As before, Savoy expressly directed Phoenix and Meeks to drill 90° due east.

27. Both Phoenix and Meeks confirmed that direction, using the gyroscope supplied by Meeks.

28. Amazingly, however, Phoenix and Meeks *again* negligently and improperly oriented the whipstock, causing the window in the vertical well casing and subsequent attempts to drill horizontally to go in the wrong direction.

29. As a result, Savoy again had to remove the whipstock and plug the improperly drilled bore back to the original vertical well.

#### COUNT I: NEGLIGENCE

30. Plaintiff incorporates by reference the preceding paragraphs.

31. At the time they performed the directional drilling services, Defendants knew or should have known that Savoy would rely upon them.

32. Savoy did rely on Defendants to properly orient the whipstock and to drill the horizontal well in the direction expressly directed by Savoy.

33. Defendants owed Savoy a duty to perform their services in a reasonably skillful and workmanlike manner.

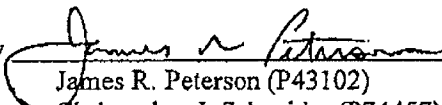
34. Defendants breached these duties by improperly orienting the whipstock, causing the horizontal well to be drilled in the opposite direction of that specified by Savoy.

35. As a direct and proximate result of Defendants' negligence, Savoy has suffered damages, including excessive and unnecessary drilling and operation costs and costs to abandon the drilling attempts.

WHEREFORE, Plaintiff requests that this Court enter judgment in its favor and against Defendants, jointly and severally, in the amount to which it is entitled, together with interest, fees, costs, and any further relief that the Court deems appropriate.

MILLER JOHNSON  
Attorneys for Plaintiff

Dated: January 11, 2012

By   
James R. Peterson (P43102)  
Christopher J. Schneider (P74457)

Business Address:  
250 Monroe Avenue, N.W., Suite 800  
PO Box 306  
Grand Rapids, Michigan 49501-0306  
Telephone: (616) 831-1700

## **Savoy Energy**

Lenawee County, MI  
Adrian Township 7-8  
Ruesink 7-8 HD1

Main Wellbore

Plan: Design #1

## **Standard Planning Report**

16 September, 2011

[illegible]

Phoenix Technology Services USA Inc.  
Planning Report

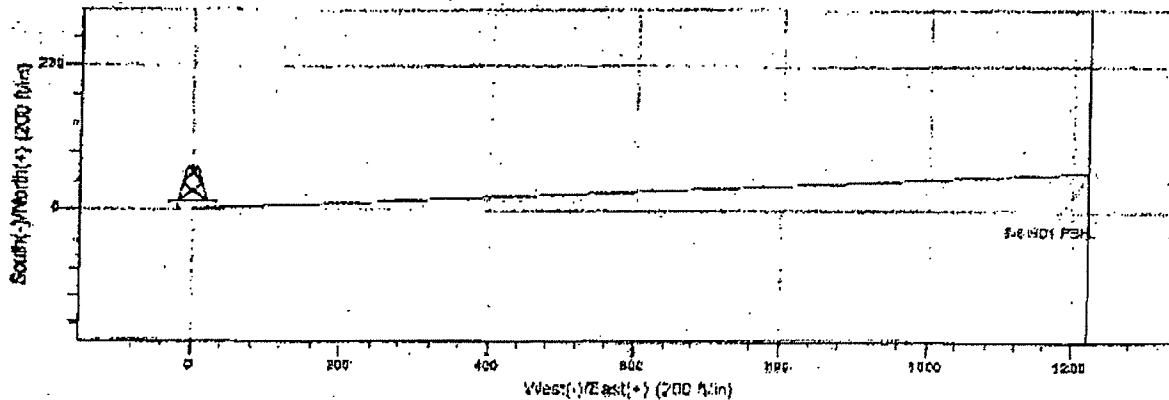
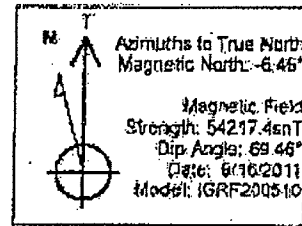
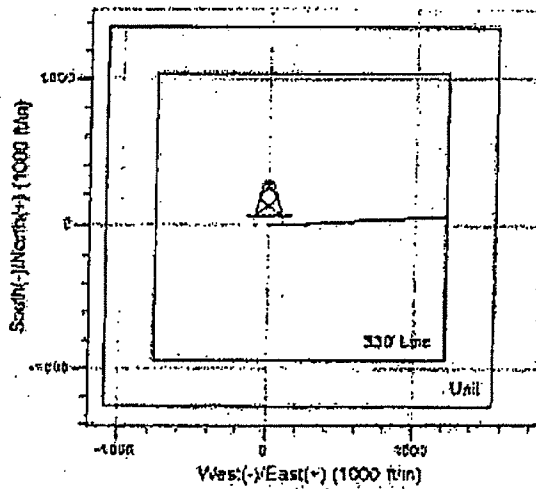
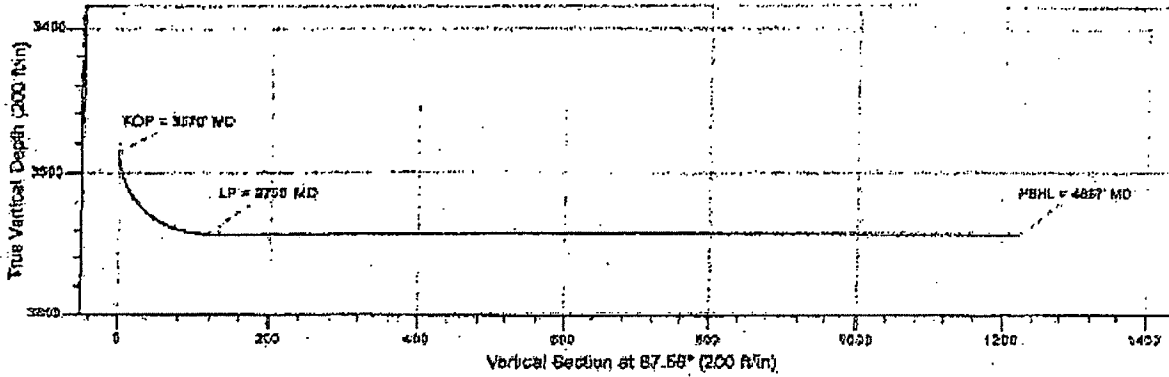
NER DB			Sewer Collection System			Sewer Collection System		
Bridges County, MI			Sewer Collection System			Sewer Collection System		
Addison Township 7-0			Sewer Collection System			Sewer Collection System		
Rueckel 7-8 HDI			Sewer Collection System			Sewer Collection System		
Main Wastewater			Sewer Collection System			Sewer Collection System		
Design of			Sewer Collection System			Sewer Collection System		
1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.00	0.00	0.00
2,000.0	14.86	10.56	2,000.0	0.2	3.9	48.82	48.82	0.00
3,000.0	34.77	27.56	3,000.0	2.5	55.9	48.82	48.82	0.00
4,000.0	60.00	47.56	4,000.0	4.3	74.3	48.82	48.82	0.00
5,000.0	80.00	67.56	5,000.0	7.0	104.2	0.00	0.00	0.00
6,000.0	100.00	87.56	6,000.0	11.3	154.1	0.00	0.00	0.00
7,000.0	120.00	107.56	7,000.0	15.5	204.0	0.00	0.00	0.00
8,000.0	140.00	127.56	8,000.0	19.8	253.9	0.00	0.00	0.00
9,000.0	160.00	147.56	9,000.0	24.0	303.8	0.00	0.00	0.00
10,000.0	180.00	167.56	10,000.0	28.3	353.7	0.00	0.00	0.00
11,000.0	200.00	187.56	11,000.0	32.5	403.6	0.00	0.00	0.00
12,000.0	220.00	207.56	12,000.0	36.8	453.5	0.00	0.00	0.00
13,000.0	240.00	227.56	13,000.0	41.0	503.4	0.00	0.00	0.00
14,000.0	260.00	247.56	14,000.0	45.3	553.3	0.00	0.00	0.00
15,000.0	280.00	267.56	15,000.0	49.5	603.2	0.00	0.00	0.00
16,000.0	300.00	287.56	16,000.0	53.8	653.1	0.00	0.00	0.00
17,000.0	320.00	307.56	17,000.0	58.0	703.0	0.00	0.00	0.00
18,000.0	340.00	327.56	18,000.0	62.3	752.9	0.00	0.00	0.00
19,000.0	360.00	347.56	19,000.0	66.5	802.8	0.00	0.00	0.00
20,000.0	380.00	367.56	20,000.0	70.8	852.7	0.00	0.00	0.00
21,000.0	400.00	387.56	21,000.0	75.0	902.6	0.00	0.00	0.00
22,000.0	420.00	407.56	22,000.0	79.3	952.5	0.00	0.00	0.00
23,000.0	440.00	427.56	23,000.0	83.5	1,002.4	0.00	0.00	0.00
24,000.0	460.00	447.56	24,000.0	87.8	1,052.3	0.00	0.00	0.00
25,000.0	480.00	467.56	25,000.0	92.0	1,102.2	0.00	0.00	0.00
26,000.0	500.00	487.56	26,000.0	96.3	1,152.1	0.00	0.00	0.00
27,000.0	520.00	507.56	27,000.0	100.5	1,202.0	0.00	0.00	0.00
28,000.0	540.00	527.56	28,000.0	104.8	1,251.9	0.00	0.00	0.00
29,000.0	560.00	547.56	29,000.0	109.0	1,301.8	0.00	0.00	0.00
30,000.0	580.00	567.56	30,000.0	113.3	1,351.7	0.00	0.00	0.00
31,000.0	600.00	587.56	31,000.0	117.5	1,401.6	0.00	0.00	0.00
32,000.0	620.00	607.56	32,000.0	121.8	1,451.5	0.00	0.00	0.00
33,000.0	640.00	627.56	33,000.0	126.0	1,501.4	0.00	0.00	0.00
34,000.0	660.00	647.56	34,000.0	130.3	1,551.3	0.00	0.00	0.00
35,000.0	680.00	667.56	35,000.0	134.5	1,601.2	0.00	0.00	0.00
36,000.0	700.00	687.56	36,000.0	138.8	1,651.1	0.00	0.00	0.00
37,000.0	720.00	707.56	37,000.0	143.0	1,701.0	0.00	0.00	0.00
38,000.0	740.00	727.56	38,000.0	147.3	1,750.9	0.00	0.00	0.00
39,000.0	760.00	747.56	39,000.0	151.5	1,800.8	0.00	0.00	0.00
40,000.0	780.00	767.56	40,000.0	155.8	1,850.7	0.00	0.00	0.00
41,000.0	800.00	787.56	41,000.0	160.0	1,900.6	0.00	0.00	0.00
42,000.0	820.00	807.56	42,000.0	164.3	1,950.5	0.00	0.00	0.00
43,000.0	840.00	827.56	43,000.0	168.5	2,000.4	0.00	0.00	0.00
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46,000.0	900.00	887.56	46,000.0	181.3	2,150.1	0.00	0.00	0.00
47,000.0	920.00	907.56	47,000.0	185.5	2,200.0	0.00	0.00	0.00
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49,000.0	960.00	947.56	49,000.0	194.0	2,300.0	0.00	0.00	0.00
50,000.0	980.00	967.56	50,000.0	198.3	2,350.0	0.00	0.00	0.00
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54,000.0	1,060.00	1,047.56	54,000.0	215.3	2,550.0	0.00	0.00	0.00
55,000.0	1,080.00	1,067.56	55,000.0	219.5	2,600.0	0.00	0.00	0.00
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57,000.0	1,120.00	1,107.56	57,000.0	228.0	2,700.0	0.00	0.00	0.00
58,000.0	1,140.00	1,127.56	58,000.0	232.3	2,750.0	0.00	0.00	0.00
59,000.0	1,160.00	1,147.56	59,000.0	236.5	2,800.0	0.00	0.00	0.00
60,000.0	1,180.00	1,167.56	60,000.0	240.8	2,850.0	0.00	0.00	0.00
61,000.0	1,200.00	1,187.56	61,000.0	245.0	2,900.0	0.00	0.00	0.00
62,000.0	1,220.00	1,207.56	62,000.0	249.3	2,950.0	0.00	0.00	0.00
63,000.0	1,240.00	1,227.56	63,000.0	253.5	3,000.0	0.00	0.00	0.00
64,000.0	1,260.00	1,247.56	64,000.0	257.8	3,050.0	0.00	0.00	0.00
65,000.0	1,280.00	1,267.56	65,000.0	262.0	3,100.0	0.00	0.00	0.00
66,000.0	1,300.00	1,287.56	66,000.0	266.3	3,150.0	0.00	0.00	0.00
67,000.0	1,320.00	1,307.56	67,000.0	270.5	3,200.0	0.00	0.00	0.00
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71,000.0	1,400.00	1,387.56	71,000.0	287.5	3,400.0	0.00	0.00	0.00
72,000.0	1,420.00	1,407.56	72,000.0	291.8	3,450.0	0.00	0.00	0.00
73,000.0	1,440.00	1,427.56	73,000.0	296.0	3,500.0	0.00	0.00	0.00
74,000.0	1,460.00	1,447.56	74,000.0	300.3	3,550.0	0.00	0.00	0.00
75,000.0	1,480.00	1,467.56	75,000.0	304.5	3,600.0	0.00	0.00	0.00
76,000.0	1,500.00	1,487.56	76,000.0	308.8	3,650.0	0.00	0.00	0.00
77,000.0	1,520.00	1,507.56	77,000.0	313.0	3,700.0	0.00	0.00	0.00
78,000.0	1,540.00	1,527.56	78,000.0	317.3	3,750.0	0.00	0.00	0.00
79,000.0	1,560.00	1,547.56	79,000.0	321.5	3,800.0	0.00	0.00	0.00
80,000.0	1,580.00	1,567.56	80,000.0	325.8	3,850.0	0.00	0.00	0.00
81,000.0	1,600.00	1,587.56	81,000.0	330.0	3,900.0	0.00	0.00	0.00
82,000.0	1,620.00	1,607.56	82,000.0	334.3	3,950.0	0.00	0.00	0.00
83,000.0	1,640.00	1,627.56	83,000.0	338.5	4,000.0	0.00	0.00	0.00
84,000.0	1,660.00	1,647.56	84,000.0	342.8	4,050.0	0.00	0.00	0.00
85,000.0	1,680.00	1,667.56	85,000.0	347.0	4,100.0	0.00	0.00	0.00
86,000.0	1,700.00	1,687.56	86,000.0	351.3	4,150.0	0.00	0.00	0.00
87,000.0	1,720.00	1,707.56	87,000.0	355.5	4,200.0	0.00	0.00	0.00
88,000.0	1,740.00	1,727.56	88,000.0	359.8	4,250.0	0.00	0.00	0.00
89,000.0	1,760.00	1,747.56	89,000.0	364.0	4,300.0	0.00	0.00	0.00
90,000.0	1,780.00	1,767.56	90,000.0	368.3	4,350.0	0.00	0.00	0.00
91,000.0	1,800.00	1,787.56	91,000.0	372.5	4,400.0	0.00	0.00	0.00
92,000.0	1,820.00	1,807.56	92,000.0	376.8	4,450.0	0.00	0.00	0.00
93,000.0	1,840.00	1,827.56	93,000.0	381.0	4,500.0	0.00	0.00	0.00
94,000.0	1,860.00	1,847.56	94,000.0	385.3	4,550.0	0.00	0.00	0.00
95,000.0	1,880.00	1,867.56	95,000.0	389.5	4,600.0	0.00	0.00	0.00
96,000.0	1,900.00	1,887.56	96,000.0	393.8	4,650.0	0.00	0.00	0.00
97,000.0	1,920.00	1,907.56	97,000.0	398.0	4,700.0	0.00	0.00	0.00
98,000.0	1,940.00	1,927.56	98,000.0	402.3	4,750.0	0.00	0.00	0.00
99,000.0	1,960.00	1,947.56	99,000.0	406.5	4,800.0	0.00	0.00	0.00
100,000.0	1,980.00	1,967.56	100,000.0	410.8	4,850.0	0.00	0.00	0.00



**PHOENIX**  
TECHNOLOGY SERVICES USA INC.

## Savoy Energy

Project: Lenawee County, MI  
Site: Adrian Township T-8  
Well: Ruesink T-8 HD1  
Wellbore: Main Wellbore  
Design: Design #1





UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

NAVIGATOR WIRELINES SERVICE, INC.,

Plaintiff,

v.

ACE AMERICAN INSURANCE COMPANY,

Defendant.

Case No:

Hon:

Magistrate:

Gary D. Popovitis (P63861) Brant, Fisher, Alward & Pezzetti, P.C. Attorney for Plaintiff 1241 E. Eighth Street P.O. Box 5817 Traverse City, MI 49696-5817 Telephone: (231) 941-9660 Fax: (231) 941-9568	Thomas F. Myers (P18146) GARAN LUCOW MILLER, P.C. Attorneys for Defendant 1000 Woodbridge Street Detroit, MI 48207-3108 Telephone: (313) 446-5509 Fax: (313) 259-0450
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**AFFIDAVIT**

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WAYNE     )

THOMAS F. MYERS, being first duly sworn, deposes and says, that he is associated with the law firm of GARAN LUCOW MILLER, P.C. and that he has been charged with the defense and representation of VOLVO TRUCKS OF NORTH AMERICA, INC., Defendant herein; that in such capacity he has prepared the foregoing Notice of Removal of Cause to the United States District Court, Eastern District of Michigan, Southern Division, that the matters set forth in said Notice are true except as to those matters stated herein to be upon his information and belief as to which matters he is informed and believes same to be true.

Further deponent sayeth not.

s/Thomas F. Myers  
THOMAS F. MYERS (P18146)

Subscribed and sworn to before me  
on the 4th day of September, 2012.

s/Deborah Krauss  
Deborah Krauss  
Notary Public, Wayne County, Michigan  
My Commission Expires: 09/19/13

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

NAVIGATOR WIRELINES SERVICE, INC.,

Plaintiff,

v.

ACE AMERICAN INSURANCE COMPANY,

Defendant.

Case No:

Hon:

Magistrate:

Gary D. Popovitis (P63861) Brant, Fisher, Alward & Pezzetti, P.C. Attorney for Plaintiff 1241 E. Eighth Street P.O. Box 5817 Traverse City, MI 49696-5817 Telephone: (231) 941-9660 Fax: (231) 941-9568	Thomas F. Myers (P18146) GARAN LUCOW MILLER, P.C. Attorneys for Defendant 1000 Woodbridge Street Detroit, MI 48207-3108 Telephone: (313) 446-5509 Fax: (313) 259-0450
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**PROOF OF SERVICE**

STATE OF MICHIGAN        )  
                                      ) ss.  
COUNTY OF WAYNE        )

DEBORAH KRAUSS, being first duly sworn, deposes and says that she is associated with the law firm of GARAN LUCOW MILLER, P.C., attorney for Defendant and that on September 4, 2012, she caused to be served a true copy of **NOTICE OF REMOVAL, AFFIDAVIT, and PROOF OF SERVICE** upon the following:

Gary D. Popovitis, Esq.  
Brant, Fisher, Alward & Pezzetti, P.C.  
1241 E. Eighth Street  
P.O. Box 5817  
Traverse City, MI 49696-5817

Clerk Assignment  
ROSCOMMON COUNTY CIRCUIT COURT  
500 Lake Street, Roscommon County Bldg.  
Roscommon, MI 48653

by enclosing same in a pre-addressed, pre-stamped envelope and depositing same in the United States Mail.

s/Deborah Krauss

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF ROSCOMMON

NAVIGATOR WIRELINE SERVICE, INC.,

Plaintiff,

v

Case No. 12-729913-CK  
Hon. Michael J. Baumgartner

ACE AMERICAN INSURANCE COMPANY,

Defendant.

Gary D. Popovitis (P63861) Brant, Fisher, Alward & Pezzetti, P.C. Attorney for Plaintiff 1241 E. Eighth Street P.O. Box 5817 Traverse City, MI 49696-5817 Telephone: (231) 941-9660 Fax: (231) 941-9568	Thomas F. Myers (P18146) GARAN LUCOW MILLER, P.C. Attorneys for Defendant 1000 Woodbridge Street Detroit, MI 48207-3108 Telephone: (313) 446-5509 Fax: (313) 259-0450
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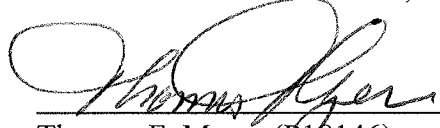
**NOTICE OF FILING OF REMOVAL**

TO: Clerk of the Court – Gary D. Popovitis, Esq.

PLEASE TAKE NOTICE that a Notice of Removal of the entitled action from the Roscommon County Circuit Court, State of Michigan, to the United States District Court for the Eastern District of Michigan, a copy of which is attached hereto, was duly filed September 4, 2012, in the United States District Court for the Eastern District of Michigan.

GARAN LUCOW MILLER, P.C.

BY:



Thomas F. Myers (P18146)  
GARAN LUCOW MILLER, P.C.  
Attorney for Defendant  
1000 Woodbridge Street  
Detroit, MI 48207-3108  
313.446.5509

DATED: September 4, 2012

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF ROSCOMMON

NAVIGATOR WIRELINE SERVICE, INC.,

Plaintiff,

V

Case No. 12-729913-CK  
Hon. Michael J. Baumgartner

ACE AMERICAN INSURANCE COMPANY,

Defendant.

<p>Gary D. Popovitis (P63861)          Brant, Fisher, Alward &amp; Pezzetti, P.C.          Attorney for Plaintiff          1241 E. Eighth Street          P.O. Box 5817          Traverse City, MI 49696-5817          Telephone: (231) 941-9660          Fax: (231) 941-9568</p>	<p>Thomas F. Myers (P18146)          GARAN LUCOW MILLER, P.C.          Attorneys for Defendant          1000 Woodbridge Street          Detroit, MI 48207-3108          Telephone: (313) 446-5509          Fax: (313) 259-0450</p>
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## PROOF OF SERVICE

STATE OF MICHIGAN) ) ss.  
COUNTY OF WAYNE )

DEBORAH KRAUSS, being first duly sworn, deposes and says that she is employed by GARAN LUCOW MILLER, P.C., and that on the 4<sup>th</sup> day of September, 2012, she served a copy of: **NOTICE OF REMOVAL OF CAUSE TO UNITED STATES DISTRICT COURT, AND PROOF OF SERVICE** upon:

Gary D. Popovitis, Esq.  
1241 E. Eighth Street  
P.O. Box 5817  
Traverse City, MI 49696-5817

by enclosing same in a pre-addressed, pre-stamped envelope and depositing same in the United States Mail.

Deborah Krauss  
Deborah Krauss